IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2380 OF 2006
IN
SUIT NO. 774 OF 1989

Indital Rubber Engineering ... Plaintiff

V/s

Municipal Corpn. of Gr. Bombay ... Defendant

Mr. Ajit Nesarikar i/by V.K. Damle for the plaintiff.

Mr. Harinder Toor i/by Cr.Bayley & Co. for the defendant.

CORAM: DR. D.Y. CHANDRACHUD, J.

DATED: 31ST AUGUST, 2006

P.C.:

1. This motion is taken out by the defendant for taking the written statement on record. In para 3 of the affidavit in support of the Motion, it is stated that the written statement was drafted but remained to be affirmed due to inadvertance.

2. At the hearing, learned counsel of the plaintiff has fairly not opposed the taking of the written statement on record, subject to the payment of costs by the defendant to the plaintiff as a condition precedent.

3. In the circumstances, the motion is made absolute in terms of prayer clauses (a), (b) (c) subject to the payment of costs quantified at Rs.3,000/-. Costs to be paid within a period of two weeks and shall be a condition precedent. The Registry shall accept the written statement subject to due production of a receipt evidencing about the payment of costs. The motion stands disposed of accordingly.

4. The suit shall stand over by a period of four weeks.

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